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ER 5-6479

22 JUN 1954

MEMORANDUM FOR: Chief, Regulations Control Staff

SUBJECT : Comments on Proposed [REDACTED] EMPLOYMENT OF
CONSULTANTS AND EXPERTS

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1. Paragraph 1. of this Regulation states that it is not applicable to covert consultants engaged on a special contract basis for security or operational reasons. Unless there is to be a separate and comparable regulation governing covert consultants, the inference is that none of the processing procedures, employment restrictions, compensation limitations, travel expense limitations, and leave and retirement policies are applicable to covert consultants. It is doubtful if this complete exemption is in fact Agency policy, or whether it is even legally permissible. Possibly the intent is to make inapplicable certain of the provisions of the Regulation. In any event I believe the intent should be thoroughly explored and determined prior to publication.

2. I believe a certain amount of ambiguity is caused by the inconsistent terminology used with respect to the engagement or employment of consultants. In many paragraphs (2.a., 2.b., 4.a., etc.) we refer to employment. In 6.d.(2) we refer to appointment. In 6.d.(2) we say "engaged through a contract instrument." In paragraph 8.a.(5)(d) we refer to "Personal Service Contract - Form 37-53." Particularly in view of the fact that paragraph 1. attempts to exclude covert consultants who are engaged on a special contract basis, I believe we should avoid the use of the word contract in this Regulation or use more specific language in excluding "special contract" consultants. In reviewing the many differing words used for employment, engagement, etc., I believe the words "appointment" and "employment" might be used more discriminately to achieve maximum clarity and precision.

3. Paragraph 6.c.(3)(b) needs editorial revision. As worded, the pronoun "he" used twice in the second sentence could refer to either the Assistant Director for Personnel or the General Counsel.

4. Paragraphs 6.d., (1) and (2), would be greatly improved by dividing the text as between the leave provisions and the Social

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Security and/or Civil Service retirement provisions. As presently written, paragraph 6.d.(1) appears to set forth the complete policy regarding both leave and retirement, but then paragraph 6.d.(2) comes along and modifies the entire picture. It would be more clear to state all there is to be said about leave in one paragraph and in the second to cover the matter of retirement and Social Security.

5. In connection with paragraph 6.d.(2), I do not understand the last sentence. If, by any chance, it refers to covert consultants engaged under special contract, we have already eliminated such persons in paragraph 1. If we are referring to some other group or possibly all consultants, the differentiation is not clear in view of our loose language as to "employment," "engagement," and "Personal Service Contracts."

6. In addition, to the above, I have made notations on pages 8 and 11 which reflect editorial suggestions pertaining either to grammar or clarity.

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Special Assistant to the
Deputy Director (Admin.)

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